



**BOARD OF COUNTY COMMISSIONERS'  
(BOCC) CONCURRENCE FORM**

This form must be completed for all staff reports being prepared for BOCC meetings/public hearings and is the cover sheet for the staff report. The original (single-sided) staff report needs to be submitted to the County Manager's Office one (1) week in advance of the scheduled presentation date. For Closed Sessions please submit the original (single-sided) and 8 (double-sided copies) of the staff report.

**To: Office of the County Manager**

**From (Name & Division):** Diane George, CPPB Procurement/Finance      **Phone #:** 301-600-1047

**Requested Meeting Date (mm/dd/yr):** 01/23/14      **Est. Presentation Time:** 10 minutes

**Staff Report Topic:**

*(The text provided here will also be reflected on the meeting agenda and county's website.)*

Purchasing Memo #14-081, Support and Maintenance for County Radio System on a Sole Source Basis with  
Motorola Solutions, Inc.

**County Funds Requested/Required:** \$591,601

**Type of Meeting:**

*(Click to place a check mark in the following appropriate boxes.)*

☒ **Administrative Business** *(The Consent Agenda Committee determines which items are eligible for the consent agenda.)*

☐ **Worksession**      ☐ **Closed Session**      ☐ **Public Hearing (a.m. ☐ or p.m. ☐ )**

☐ **BOCC/BOE Mtg.**      ☐ **County/Municipalities Mtg.**

☐ **Power Point Presentation**

**Board Action Desired:**    ☒ **Decision**    ☐ **Guidance**    ☐ **Information**

**Staff Report Review:**

This staff report has been thoroughly reviewed first by the appropriate divisions/agencies noted on Page 2 followed by those outlined below :

	<u>Initials</u>	<u>Date</u>	<u>Comments Y/N</u> <u>(Page 2)</u>
<input checked="" type="checkbox"/> <b>Budget Officer</b>	<u>CRH</u>	<u>1/16/14</u>	<u>N</u>
<input checked="" type="checkbox"/> <b>Finance Director</b>	<u>EW</u>	<u>1/17/14</u>	<u>N</u>
<input checked="" type="checkbox"/> <b>County Attorney's Office</b>	<u>see page 3</u>		
<input checked="" type="checkbox"/> <b>County Manager</b>	<u>ed</u>	<u>1/17/14</u>	<u>N</u>

**Other Reviewing Divisions/Agencies:**

(Click to place a check mark in the following appropriate spaces.)

	<u>Initials</u>	<u>Date</u>	<u>Comments Y/N</u> <u>(noted below)</u>
<input type="checkbox"/> Animal Control			
<input type="checkbox"/> Business Development & Retention			
<input type="checkbox"/> Citizens Services			
<input type="checkbox"/> Community Development			
<input type="checkbox"/> Emergency Management			
<input type="checkbox"/> Fire & Rescue Services			
<input type="checkbox"/> Health Services			
<input type="checkbox"/> Human Resources			
<input type="checkbox"/> Interagency Information Technologies			
<input type="checkbox"/> Internal Audit			
<input type="checkbox"/> Parks & Recreation			
<input type="checkbox"/> Public Works			
<input type="checkbox"/> Transit Services			
<input type="checkbox"/> Utilities & Solid Waste Management			
<input checked="" type="checkbox"/> Other: <u>Procurement &amp; Contracting</u>	<u>see memo</u>		
<input type="checkbox"/> Other: _____			
<input type="checkbox"/> Other: _____			

**Elected Officials or Independent Agencies:**

	<u>Initials</u>	<u>Date</u>	<u>Comments Y/N</u> <u>(noted below)</u>
<input type="checkbox"/> Board of Education			
<input type="checkbox"/> Board of Elections			
<input type="checkbox"/> Board of License Commissioners			
<input type="checkbox"/> Citizens Care & Rehabilitation Center/ Montevue Assisted Living			
<input type="checkbox"/> Frederick Community College			
<input type="checkbox"/> Frederick County Public Libraries			
<input type="checkbox"/> Sheriff's Office			
<input type="checkbox"/> Social Services			
<input type="checkbox"/> State's Attorney's Office			

**Comments:**1. From: \_\_\_\_\_ Date: \_\_\_\_\_2. From: \_\_\_\_\_ Date: \_\_\_\_\_3. From: \_\_\_\_\_ Date: \_\_\_\_\_4. From: \_\_\_\_\_ Date: \_\_\_\_\_5. From: \_\_\_\_\_ Date: \_\_\_\_\_

## BID AWARD CONCURRENCE CHECK OFF AND INFORMATION SHEET

The Board of County Commissioners has requested the following information be provided for all bid awards. Special emphasis has been placed on receiving the concurrence of all County Departments that may have any involvement in a procurement action. Please complete, including concurrence signatures, and include it with the bid award recommendation.

1. Procurement Item and Bid #: Support and Maintenance for

County Radio System

2. Name and phone number of staff person to be contacted regarding this procurement and will be present for the bid award recommendation: Jack Markey 301-600-6791

3. Types of funds:	Acct. #'s	Available Budget Balances
1. Capital <input type="checkbox"/>		
2. Operating <input checked="" type="checkbox"/>	<u>10860100000052411</u>	<u>\$591,961</u>
3. Enterprise <input type="checkbox"/>		
4. Other <input type="checkbox"/>		

4. Source of funds:

1. County <input checked="" type="checkbox"/>	3. Federal <input type="checkbox"/>
2. State <input type="checkbox"/>	4. Other <input type="checkbox"/>

### Concurrence List

(Check applicable staff/department(s) and obtain signature(s))

☐ Sheriff

<input type="checkbox"/> Corrections Bureau	_____
<input type="checkbox"/> Law Enforcement Bureau	_____

☐ State's Attorney \_\_\_\_\_

☒ County Attorney RJM 1/16/14

☒ County Manager LD 1/17/14

☐ Volunteer Fire & Rescue \_\_\_\_\_

☒ Budget Office CRH 1/16/14

☐ Animal Control Div. \_\_\_\_\_

☐ Human Resources Div. \_\_\_\_\_

☒ Finance Division Director

<input type="checkbox"/> Accounting	_____
<input checked="" type="checkbox"/> Procurement & Contracting	_____
<input type="checkbox"/> Treasury	_____

☐ Parks & Recreation Div. Director

<input type="checkbox"/> Parks Management	_____
<input type="checkbox"/> Recreation Programming	_____
<input type="checkbox"/> Custodial Services	_____

☐ Public Works Division Director

<input type="checkbox"/> Highway & Facility Maintenance	_____
<input type="checkbox"/> Engineering & Construction Mgmt.	_____
<input type="checkbox"/> Fleet Services	_____

☐ Utilities & Solid Waste Management Div. Director \_\_\_\_\_

☐ Engineering & Planning \_\_\_\_\_

☐ Solid Waste Management \_\_\_\_\_

☐ Water & Sewer \_\_\_\_\_

☐ Community Development Division Director

<input type="checkbox"/> Planning & Development	_____
<input type="checkbox"/> Permits and Inspections	_____
<input type="checkbox"/> Business Dev & Retention	_____

☐ Health Services Division Dir.

<input type="checkbox"/> Community Health & Nursing	_____
<input type="checkbox"/> Developmental Center	_____
<input type="checkbox"/> Environmental Health	_____
<input type="checkbox"/> Mental Health	_____
<input type="checkbox"/> Scott Key Center	_____
<input type="checkbox"/> Substance Abuse	_____

☐ Citizens Services Division Dir.

<input type="checkbox"/> Child Advocacy Center	_____
<input type="checkbox"/> Department of Aging	_____
<input type="checkbox"/> Family Partnership	_____
<input type="checkbox"/> Housing & Community Development	_____
<input type="checkbox"/> Office for Children & Families	_____
<input type="checkbox"/> Human Relations	_____
<input type="checkbox"/> Transit Workforce Services	_____

☐ Fire & Rescue Services Div. Dir.

<input type="checkbox"/> Finance and Logistics	_____
<input type="checkbox"/> Operations	_____

☐ Interagency Info. Tech. Div. Dir.

<input type="checkbox"/> Data	_____
<input type="checkbox"/> GIS	_____
<input type="checkbox"/> Voice	_____

☒ Emergency Management Div. Dir.

<input type="checkbox"/> Emergency Communications	_____
<input type="checkbox"/> Emergency Preparedness	_____

### INDEPENDENT AGENCIES:

<input type="checkbox"/> Frederick County Public Libraries	_____
<input type="checkbox"/> Board of Education	_____
<input type="checkbox"/> Board of Elections	_____
<input type="checkbox"/> Frederick Community College	_____
<input type="checkbox"/> Department of Social Services	_____
<input type="checkbox"/> Citizens Care & Rehab Center & Montevue Assisted Living	_____
<input type="checkbox"/> Liquor Commission	_____
<input type="checkbox"/> Internal Audit Div.	_____

OTHER: \_\_\_\_\_





# FREDERICK COUNTY GOVERNMENT

## DIVISION OF FINANCE

*Erin M. White, CPA, Acting Director*

### *Department of Procurement & Contracting*

*Diane George, CPPB, Director*

Winchester Hall, 12 East Church Street  
Frederick, Maryland 21701

[www.FrederickCountyMD.gov](http://www.FrederickCountyMD.gov)

O: 301-600-1069 F: 301-600-2521

### Commissioners

Blaine R. Young  
*President*

C. Paul Smith  
*Vice President*

Billy Shreve  
David P. Gray  
Kirby Delauter

Lori L. Depies, CPA  
*County Manager*

January 16, 2014

### EXECUTIVE SUMMARY

Support and Maintenance for County Radio System on a Sole Source Basis with Motorola Solutions, Inc.

Purchasing Memo #14-081

County Funds Requested/Required: \$591,601.00

Summary Explanation: The Division of Emergency Management is requesting approval to contract with Motorola Solutions, Inc. for the support and maintenance of the County radio system.

The County's ASTO25 700MHz/800MHz digital trunked radio system, with multiple associated subsystems, serves all municipal, county, state, and federal government public safety agencies and multiple non-federal public service agencies within the County. System support, maintenance, and administration is performed by Motorola Solutions, Inc. who has several decades of successful, secure, and reliable service.

Upon examination of the supplies, materials, and equipment included in the system; the specific system design and configuration; the performance, reliability, and security requirements for the system; operational risks associated with system failures; and determining the best approach to ensure prompt, qualified, secure, and cost-effective support, maintenance, repair, and administrative services, a sole source contract with Motorola Solutions, Inc. presented the best value for the County's requirements. The use of Motorola Solutions, Inc. for support and maintenance will minimize the operational risk and financial investment necessary to maintain the system throughout its service life.



# FREDERICK COUNTY GOVERNMENT

## DIVISION OF FINANCE

*Erin M. White, CPA, Acting Director*

### *Department of Procurement & Contracting*

*Diane George, CPPB, Director*

Winchester Hall, 12 East Church Street  
Frederick, Maryland 21701

[www.FrederickCountyMD.gov](http://www.FrederickCountyMD.gov)

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Kirby Delauter

Lori L. Depies, CPA  
*County Manager*

TO: Board of County Commissioners

FROM: Diane George, Director of Procurement & Contracting 

DATE: December 12, 2013

SUBJECT: Support and Maintenance for County Radio System on a Sole Source Basis with Motorola Solutions, Inc.

MEMO: #14-081

### ISSUE:

Should the Board of County Commissioners approve a contract with Motorola Solutions, Inc. for support and maintenance of the County radio system?

### BACKGROUND:

The Division of Emergency Management is requesting approval to contract with Motorola Solutions, Inc. for the support and maintenance of the County radio system.

The County's ASTO25 700MHz/800MHz digital trunked radio system, with multiple associated subsystems, serves all municipal, county, state, and federal government public safety agencies and multiple non-federal public service agencies within the County. System support, maintenance, and administration is performed by Motorola Solutions, Inc. who has several decades of successful, secure, and reliable service.

Upon examination of the supplies, materials, and equipment included in the system; the specific system design and configuration; the performance, reliability, and security requirements for the system; operational risks associated with system failures; and determining the best approach to ensure prompt, qualified, secure, and cost-effective support, maintenance, repair, and administrative services, a sole source contract with Motorola Solutions, Inc. presented the best value for the County's requirements. The use of Motorola Solutions, Inc. for support and maintenance will minimize the operational risk and financial investment necessary to maintain the system throughout its service life.

The cost for the maintenance and support is \$591,601.00.

Please refer to the department's attached memo and Motorola Solution's price quotation for itemized pricing and additional information.

### RECOMMENDATION

It is recommended that the BoCC approve acquiring the needed support and maintenance services from Motorola Solutions, Inc. in the amount of \$591,601.00.

### FUNDING

Financial Implication: No \_\_\_\_\_ Yes x (If yes, provide the following information)

Existing Account Number: 10-8601-52411-000000

Budget Transfer Required: No x Yes \_\_\_\_\_

Amount of County Funding Requested: \$591,601.00

Your approval is requested.

DLG:PMG:hma

cc: J. Markey



**FREDERICK COUNTY GOVERNMENT  
DIVISION OF EMERGENCY MANAGEMENT**

*John (Jack) E. Markey, Director*

5370 Public Safety Place  
Frederick, Maryland 21704

www.FrederickCountyMD.gov

O: 301-600-6790 F: 301-600-6026

Commissioners

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*President*

C. Paul Smith  
*Vice President*

Billy Shreve  
David P. Gray  
Kirby Delauter

Lori L. Depies, CPA  
*County Manager*

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**MEMORANDUM**

**TO:** Diane George, Director, Purchasing and Contracting

**FROM:** Jack Markey, Director, Division of Emergency Management *JACK MARKEY*

**DATE:** December 6, 2013

**SUBJECT:** Support and Maintenance for County Radio System

Frederick County operates a Motorola Solutions ASTRO25 700MHz/800MHz digital trunked radio system; with multiple associated subsystems, which serves all municipal, county, state, and federal public safety agencies and multiple non-federal public service agencies within the county. System support, maintenance, and administration are performed in partnership between the County and Motorola Solutions, with a successful, secure, reliable track record of several decades. I recommend execution of the attached Service Agreement with Motorola Solutions, Inc. in the amount of \$591,601.

In accordance with *Frederick County Purchasing Rules, Section 1-2-31 (d)* regarding "Single Source" Procurements, as the Director of the "using agency" I find that Motorola Solutions, Inc. is the sole source for full, 24/7/365 factory support for Motorola Solutions, Inc. ASTRO25 communications systems and their associated integrated components, and request your concurrence in this determination. This sole source determination is a result of examining the supplies, materials, and equipment included in our system; the specific system design and configuration of our radio system and its subsystems; the performance, reliability and security requirements for the system; operational risks associated with system failures; and determining the best approach to ensure prompt, qualified, secure, and cost-effective support, maintenance, repair and administrative services to protect the County's investment in the radio system infrastructure and the agency operations supported by the system. I further find that these services are consistent with the definition provided in *Frederick County Purchasing Rules, Section 1-2-31 (e) Miscellaneous Exemptions (1)(c)* for a "professional service or service (that) is required in order to standardize or maintain standardization for the purpose of reducing financial investment or simplifying administration." Using Motorola Solutions, Inc. as the contractor for service and technical support for the County's digital trunked radio system and related subsystems continues the existing standardized approach for administration, performance management, security, technical support, and maintenance of the County system, which minimizes the operational risk and financial investment necessary to appropriately maintain the system for maximum utilization and service life.

There is no fully capable competitive service provider since Motorola Solutions only provides direct support and maintenance relationships with its customers, and does not provide access to its customers' system configuration information, engineering support, or other proprietary system support services outside of its network of factory and field service centers and its customers who operate service shops to self-maintain their own systems.

I recommend approval of the attached agreement. Funding for the contract is available in account 10-8601-000000-52411.

Your approval of this purchase and presentation to the BoCC for their approval in December is requested.



Motorola Solutions, Inc.  
Attn: National Service Support  
1307 East Algonquin Road  
Schaumburg, IL 60196  
(800) 247-2346

## SERVICE AGREEMENT

Service Agreement #: S00001019905

Date: 12/3/2013

Company Name: Frederick County Commissioners

Attn: Mr. Jack Markey

Billing Address: 12 E. Church St.

City, State, Zip: Frederick, MD 21701

Customer Contact: Mr. Jack Markey

Phone: 301-600-6790

Fax:

Required P.O.: Yes

Customer #: 1000248650

Bill to Tag #: 0002

Contract Start Date: 07/01/2013

Contract End Date: 06/30/2014

Payment Cycle: Annual

Tax Exempt: Yes

PO #:

Qty	Model/Option	Description	Monthly Ext	Extended
		<b>Service Agreement Pricing Effective 7-1-13 thru 6-30-14</b>  <b>Local Services Provided:</b> Onsite Support from Hankey's Radio (7 X 24 X 365) for the VHF Paging @ 5 sites CMARC Motobridge Channel Banks, Trak Units and Siren Quantar Base ASTRO Master/Prime/Remote sites and ASR site Dispatch Centers (City DPW, Frederick PD, LEC and EOC) Asset Management Software and local support System Administration (Fleet Mapping, Radio ID Entry/Talk Grp Mgmt) NEC Microwave Support including depot repair and onsite  <b>Factory Services Provided:</b> Dispatch Service with Case Management and Escalations Network Monitoring (Dedicated T1 line to System Support Center) Network Security Monitoring (Anti Virus Protection) Security Update Services NICE Logging Recorder Support for IP and Telephony Systems (Silver)  <b>Does not include the following and will be invoiced on a time and material basis:</b> Infrastructure Board Repair on any fixed equipment (except MW) SCADA Support (response and repair) Annual Network Preventive Maintenance Check Software Maintenance Agreement** Advanced Replacement for fixed network boards Mobile radio repair * (deleted effective 9-1-13) Portable radio repair * (deleted effective 9-1-13) VHF Pager repair * (deleted effective 9-1-13) Tower Top Amp repair/replacement Tower lighting BDA Support  *Repairs prior to 9-1-13 are covered under this agreement ** Continuity of service fee to be charged upon execution of Software Maintenance Agreement or System Upgrade Assurance Agreement		
<b>TOTAL</b>				<b>\$ 591,601.00</b>

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

Motorola Solutions Service Agreement Terms and Conditions (attached) dated 1-13-12 are applicable. The pricing contained herein is valid until December 20, 2013 and is applicable only to the FY14 fiscal year Service Agreement. If Motorola has not received a signed Contract and Purchase Order for these services by December 26, 2013, a new price proposal will be provided.

THIS SERVICE AMOUNT IS SUBJECT TO STATE & LOCAL TAXES JURISDICTIONS, TO BE VERIFIED BY MOTOROLA.

SUBCONTRACTOR(S)	CITY	STATE
Motorola Infrastructure Depot Operations (IDO)	Elgin	IL
Hankey's Radio	Frederick	MD

Authorized Customer Signature

Phone

Date

*Leanne Kolman*

12/5/2013

Leanne Kolman-Motorola Service Manager

Phone: 410-544-4347

Date





## Statement of Work

### Network Monitoring, OnSite Infrastructure Response and Dispatch Service

Motorola will provide Network Monitoring, Dispatch Service and OnSite Infrastructure Response services to Customer Systems. These services are applicable only for the following system types: ASTRO®, ASTRO® 25, ARC 4000, SmartZone®/OmniLink® v2.0.3 and higher, SmartNet®, Private Data (with a wireless network gateway) v2.0.3 and higher, and Harmony® Wireless Communications System.

The terms of this Statement of Work (SOW) are an integral part of the Motorola Service Terms and Conditions or other applicable Agreement(s) with the Customer to which this SOW is appended and made a part thereof by this reference.

#### 1.0 Description of Services

Network Monitoring is a service designed to electronically monitor Elements of a Communication System for Events, as set forth in the Monitored Elements Table. When the Motorola System Support Center (SSC) detects an Event, trained technologists acknowledge and remotely diagnose the Event, and initiate an appropriate response per the customer profile. Appropriate responses could include, but are not limited to, continuing to monitor the Event for further development, transferring the Event to Technical Support, or opening a Case for dispatch of a Servicer. If dispatched, the Servicer will respond at the Customer location based on pre-defined Severity Levels set forth in the Severity Definitions Table and Response times set forth in the On-Site Response Time Table in order to Restore the System.

Motorola will provide Case management as set forth herein. The SSC maintains contact with the on-site Servicer until System Restoral occurs and Case is closed. The SSC will continuously track and manage Case activity from open to close through an automated Case tracking process.

#### 2.0 Motorola Responsibilities:

- 2.1. Provide dedicated Connectivity through a private network connection necessary for monitoring ASTRO and ASTRO25, SmartZone/ OmniLink, Private Data, and Harmony Wireless Communications network types. The Connectivity Matrix set forth in Appendix 1 further describes the Connectivity options.
- 2.2. If determined necessary by Motorola, provide Motorola owned equipment for monitoring ASTRO and ASTRO 25 System elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.
- 2.3. If determined necessary by Motorola, provide Motorola owned equipment for monitoring SmartNet System elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.
- 2.4. Verify Connectivity and Event monitoring prior to System Acceptance or Start Date.
- 2.5. Continuously receive data from Customer monitored System and Customer initiated service requests.
- 2.6. Remotely access the Customer's System to perform remote diagnosis as permitted by Customer pursuant to section 3.1
- 2.7. Create a Case, as necessary. Gather information to perform the following:
  - 2.7.1. Characterize the issue
  - 2.7.2. Determine a plan of action
  - 2.7.3. Assign and track the Case to resolution.
- 2.8. Dispatch a Servicer, as required, by Motorola standard procedures and provide necessary Case information collected in section 2.7
- 2.9. Ensure the required personnel have access to Customer information as needed.
- 2.10. Disable and enable System devices, as necessary, for Servicers.
- 2.11. Servicer will perform the following on-site:
  - 2.11.1. Run diagnostics on the Infrastructure or FRU.

- 2.11.2. Replace defective Infrastructure or FRU, as applicable. Customer, Servicer or Motorola may provide Infrastructure or FRU.
- 2.11.3. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the Maintenance service.
- 2.11.4. If a third party Vendor is needed to Restore the System, the Servicer may accompany that Vendor onto the Customer's premises.
- 2.12. Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair Verification preference described in the Customer Support Plan required by section 3.5. If Verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Servicer will be released.
- 2.13. Escalate the Case to the appropriate party upon expiration of a Response time.
- 2.14. Close the Case upon receiving notification from Customer or Servicer, indicating the Case is resolved.
- 2.15. Notify Customer of Case Status, as described in the Customer Support Plan required by section 3.5 at the following Case levels:
  - 2.15.1. Open and closed; or
  - 2.15.2. Open, assigned to the Servicer, arrival of the Servicer on site, deferred or delayed, closed.
- 2.16. Provide, when requested by Customer, the following reports, as applicable:
  - 2.16.1. Case activity reports to Customer.
  - 2.16.2. Network Monitoring Service reports for Customer System(s).
  - 2.16.3. Network Activity/Availability Reports for ASTRO25, SmartZone/ OmniLink, and Private Data Systems only.
- 2.17. Respond in accordance to pre-defined Response times upon receipt from Customer of Customer managed passwords required for proper access to the Customer's System.
- 2.18. Apply additional support charges above and beyond the contracted service agreements that may apply if it is determined that System faults were caused by the Customer making changes to critical System parameters.

### 3.0 Customer Responsibilities:

- 3.1. Allow Motorola Continuous remote access to obtain System availability and performance data.
- 3.2. Allow Motorola to access System if firewall has been installed; provide permanent/dedicated access for SNMP traps (outbound) and ZDS polling (inbound). Also provide continuous utility service to any Motorola equipment installed or utilized at Customer's premises to support delivery of the Service.
- 3.3. Order and maintain dedicated dial-up phone lines for telephone service for SMARTNET System types. The Connectivity Matrix set forth in Appendix 1 further describes the Connectivity options.
- 3.4. Unless otherwise specified, Motorola recommends a private network connection for all other Systems. The Connectivity Matrix set forth in Appendix 1 further describes the Connectivity options.
- 3.5. Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan., including, but not limited to:
  - 3.5.1.1. Case notification preferences and procedure
  - 3.5.1.2. Repair Verification Preference and procedure
  - 3.5.1.3. Database and escalation procedure forms.
  - 3.5.1.4. Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- 3.6. Provide the following information when initiating a service request:
  - 3.6.1. Assigned System ID number
  - 3.6.2. Problem description and site location
  - 3.6.3. Other pertinent information requested by Motorola to open a Case.
- 3.7. Notify the SSC when Customer performs any activity that impacts the System. (Activity that impacts the System may include, but is not limited to, installing software or hardware upgrades, performing upgrades to the network, or taking down part of the system to perform maintenance.)
- 3.8. Allow Servicers access to Equipment (including any Connectivity or monitoring equipment) if remote service is not possible.
- 3.9. Allow Servicers access to remove Motorola owned monitoring equipment upon cancellation of service.
- 3.10. Supply Infrastructure or FRU, as applicable, in order for Motorola to Restore the System as set forth in paragraph 2.11.2
- 3.11. Maintain and store in an easy accessible location any and all Software needed to Restore the System.

- 3.12. Maintain and store in an easily accessible location proper System backups.
- 3.13. Verify with the SSC that Restoration is complete or System is functional, if required by the Repair Verification Preference provided by Customer in accordance with section 3.5.
- 3.14. Provide all Customer managed passwords required to access the Customer's System to Motorola upon request or when opening a Case to request service support or enable Response to a technical issue.
- 3.15. Pay additional support charges above and beyond the contracted service agreements that may apply if it is determined that System faults were caused by the Customer making changes to critical System parameters
- 3.16. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.

**Severity Definitions Table**

Severity Level	Problem Types
Severity 1	<ul style="list-style-type: none"> <li>▪ Response is provided Continuously</li> <li>▪ Major System failure</li> <li>▪ 33% of System down</li> <li>▪ 33% of Site channels down</li> <li>▪ Site Environment alarms (smoke, access, temp, AC power) as determined by the SSC.</li> <li>▪ This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.</li> </ul>
Severity 2	<ul style="list-style-type: none"> <li>▪ Response during Standard Business Day</li> <li>▪ Significant System Impairment not to exceed 33% of system down</li> <li>▪ System problems presently being monitored</li> <li>▪ This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective</li> </ul>
Severity 3	<ul style="list-style-type: none"> <li>▪ Response during Standard Business Day</li> <li>▪ Intermittent system issues</li> <li>▪ Information questions</li> <li>▪ Upgrades/preventative maintenance</li> <li>▪ This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.</li> </ul>



**On-Site Response Time Table (Customer's Response Time Classification is designated in the Service Agreement).**

Severity Level	Standard Response Time	Premier Response Time	Limited Response Time	Off Deferral
Severity 1	Within 4 hours from receipt of Notification Continuously	Within 2 hours from receipt of Notification Continuously	Within 4 hours from receipt of Notification Standard Business Day	Time provided by Servicer *
Severity 2	Within 4 hours from receipt of Notification Standard Business Day	Within 4 hours from receipt of Notification Standard Business Day	Within 4 hours from receipt of Notification Standard Business Day	Time provided by Servicer *
Severity 3	Within 24 hours from receipt of Notification Standard Business Day	Within 24 hours from receipt of Notification Standard Business Day	Within 24 hours from receipt of Notification Standard Business Day	Time provided by Servicer *

- Please note these are Standard Commitment times. The commitment times should be based on the Customers Support Plan.
- Provide update before the specific contractual commitments come due.  
\* Note: Provide update to System Support Center before Deferral time comes due.



## Appendix 1

### Connectivity Matrix

System Type	Connectivity	Responsibility
ASTRO® 25	T1	Motorola
SmartZone/OmniLink v3.5 and below	256K	Motorola
SmartZone/OmniLink v4 and above	512K	Motorola
Private Data	256K	Motorola
ARC 4000	T1 or VPN	Motorola
MESH	T1 or VPN	Motorola
Harmony	T1	Motorola
MotoBridge	T1 or VPN	Motorola
SmartNet	Dial-up	Customer

Private Network Connection IP VPN (All Customers)	Public Internet Connection IP VPN (Option Available only to Customers outside of the US)
Standard solution for real time Connectivity	Non Standard solution for Connectivity
Dedicated bandwidth configuration provided to monitor Customers	No dedicated bandwidth provided to monitor Customers
Protected from unauthorized intrusion	Low risk of unauthorized intrusion
Encryption available	Encryption is required
Connectivity available through Motorola	Customer provides Connectivity to the internet via an internet service provider selected by Customer.

### Motorola Owned & Supplied Equipment Table

Equipment Type	Location Installed
Firewall/Router	Master Site
System Support Server	Master Site for each Zone



### Monitored Elements Table

<b>System Type</b>	<b>Equipment</b>
<b>ASTRO 25 (release 7.0-and higher)</b>	<p>Packet Routing Network; Zone Controllers; Database Server; FullVision Server; UEM Server; Zone Statistical Server; Air Traffic Router; System Statistics Server; User Configuration Server; Packet Data Gateway Server; PBX; Interconnect Server; Motorola Gold Elite Gateway (MGEG); AEB; CEB; Conventional Channel Gateway (CCGW); Core, Exit, Gateway, Peripheral, Border, and Site routers, HP Switches master, prime, console (MCC7500) and repeater sites switches, GGSN; CWR</p> <p>MOSCAD Overlay (TenSr, Station, Channel Banks, TRAK GPS, Site Power, Microwave)</p> <p>Simulcast RF Site (Site Controllers, Comparators, Stations); Intelli Repeater RF Site (Stations); Intelli Site Repeater RF Site (Site Controllers, Stations). The SMARTX box is a transparent box that connects the legacy equipment to ASTRO core. The SMARTX box is not part of the monitored elements.</p> <p>DOES NOT INCLUDE MONITORING OF ANY MOSCAD ALARM POINTS THAT DO NOT DIRECTLY IMPACT THE PERFORMANCE OF THE RADIO NETWORK. DOES NOT INCLUDE MONITORING OF ANYTHING OUTSIDE OF THE RADIO NETWORK UNLESS SPECIFICALLY STATED</p>
<b>SECURITY ELEMENTS</b> Monitoring and managing Security Elements is dependent on Customer purchasing and Core Security Management Server as Equipment with the Customer System	If Motorola Security Monitoring service is purchased - Core Security Management Server, Intrusion Detection Sensor, Firewall, Anti-virus Application, Servicer Authentication, Centralized Logging Server
<b>ASTRO 25 (release 6.3 – 6.9)</b>	<p>Nortel; Packet Routing Network; Zone Controllers; Database Server; FullVision Server; Zone Statistical Server; Air Traffic Router; System Statistics Server; User Configuration Server; Packet Data Gateway Server; PBX; Interconnect Server; Motorola Gold Elite Gateway (MGEG); AEB; CEB; ARCADACS Cross Connect Switch; Simulcast RF Site (Site Controllers, Comparators, Stations); Intelli Repeater RF Site (Stations);Intelli Site Repeater RF Site (Site Controllers, Stations);</p> <p>MOSCAD Overlay (TenSr, Station, Channel Banks, TRAK GPS, Site Power, Microwave)</p> <p>DOES NOT INCLUDE MONITORING OF ANY MOSCAD ALARM POINTS THAT DO NOT DIRECTLY IMPACT THE PERFORMANCE OF THE RADIO NETWORK. DOES NOT INCLUDE MONITORING OF ANYTHING OUTSIDE OF THE RADIO NETWORK UNLESS SPECIFICALLY STATED</p>
<b>SECURITY ELEMENTS</b> Monitoring and managing Security Elements is dependent on Customer purchasing and Core Security Management Server as Equipment with the Customer System	If Motorola Security monitoring is purchased - Core Security Management Server, Intrusion Detection Sensor, Firewall, Anti-virus Application, Servicer Authentication, Centralized Logging Server



<b>ASTRO 25 6.0 - 6.2</b>	Nortel; Packet Routing Network; Zone Controllers; Database Server; FullVision Server; Zone Statistical Server; Air Traffic Router; System Statistics Server; User Configuration Server; Packet Data Gateway Server; PBX; Interconnect Server; Motorola Gold Elite Gateway (MGEG); AEB; CEB; ARCADACS Cross Connect Switch; Simulcast RF Site (Site Controllers, Comparators, Stations); Intelli Repeater RF Site (Stations); Intelli Site Repeater RF Site (Site Controllers, Stations);  MOSCAD Overlay (TenSr, Station, Channel Banks, TRAK GPS, Environmental Alarms, Microwave)
<b>SmartZone 4.1</b>	Zone Controllers; Database Server; Digital Interface Unit (DIU); Central Electronic Bank (CEB) Interface; AEB; FullVision Server; Air Traffic Router; System Statistics Server (Multi-Zone); Zone Statistical Server; User Configuration Server; NOVA 2000 (Interconnect); Remote RF Sites (Site Controllers Including Simulcast, Stations);  MOSCAD Overlay (Stations-Non Trunked, Comparater, TenSr Channel Banks, Environmental Alarms, Microwave)
<b>ARC 4000</b>	Zone Controller, Network Manager Servers, User Configuration Server, Zone Database Server, FullVision Server, Air Traffic Router Server, Packet Data Router & Radio Network Gateway (IV&D), Data Collection Device, Master Site Router (Core, Gateway), Master Site Switches, Individual Site Routers, Individual Site Switches
<b>Astro LE</b>	Site Controllers; Environmental Alarms; Channel Banks
<b>SMARTNET Monitored by MOSCAD SiteSentry</b>	Site Controllers; Stations; Environmental Alarms; Channel Banks. Site Sentry is a canceled product. No new customers.
<b>Private Data</b>	Wireless Network Gateway (WNG); Radio Network Controller (RNC); Base Station
<b>Harmony (HWCS)</b>	MSO, EBTS
<b>MOTObridge</b>	SIP, OMC, Gateway Units



## STATEMENT OF WORK

### Security Monitoring

**Overview:** Security Monitoring is a service offering that provides Security Monitoring to identify malicious activity that will or might cause system interference or corruption.

#### Definitions

Terms that are capitalized but not defined in this Statement of Work shall have the definition given to such terms in the Service Terms and Conditions, the Communications System Agreement or other applicable agreement. The following terms have the following meanings:

**Non-Motorola Software:** Software whose copyright is owned by a party other than Motorola or its affiliated company, including but not limited to the anti-virus definitions, operating system software patches and signature files that will be pre-tested pursuant to this Statement of Work and the procurement of the Pre-Tested Software Subscription Service.

### 1.0 Description of Services

ASTRO 25 Security Monitoring includes monitoring and managing the Motorola security equipment present on the Customer's System. Monitoring security equipment requires Customer to purchase a Core Security Management Server with Customer's System. Motorola will monitor Elements of a System for Events, as set forth in the Monitored Elements Table below.

When the Motorola System Support Center (SSC) detects an Event, trained technologists that are experienced with identifying and interpreting security incidents will acknowledge the Event, run remote diagnostic routines, and initiate an appropriate Response. Appropriate responses could include, but are not limited to, continuing to monitor the Event for further development, attempting remote Restoral, or transferring the Event by opening a Case for dispatch of a Servicer. If dispatched, the Servicer will respond at the Customer location based on pre-defined Severity Levels set forth in the Severity Definitions Table and Response times set forth in the On-Site Response Time Table in order to Restore the System.

Motorola will proactively manage the security Elements present on the System as needed to mitigate the risk of vulnerability such as a virus, worm or other intrusive attack on the System. This may include periodically deploying the latest release of pre-tested intrusion detection sensor signature files on the network barrier (ONLY for IDS supplied to Customer by Motorola and if present on the System) as determined by Motorola. Motorola will also modify intrusion sensor settings and update firewall settings as determined by Motorola and will notify Customer of such modifications.

Motorola will provide Case Management as set forth herein. The SSC maintains contact with the on-site Servicer until System Restoral occurs and Case is closed. The SSC will continuously track and manage Case activity from open to close through an automated Case tracking process.





This Case management allows Motorola to provide activity and performance reports as well as ensures timely resolution of issues.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement(s) to which it is attached and made a part thereof by this reference.

## **2.0 Motorola has the following responsibilities:**

- 2.1 Provide dedicated Connectivity through a private network connection necessary for monitoring ASTRO 25 System. The Connectivity Matrix set forth below further describes the Connectivity options. **NOTICE: If Network Monitoring (a separate Service) is not acquired, an additional fee will be applied to the customer.**
- 2.2 Provide dedicated connectivity necessary for monitoring.
- 2.3 If determined necessary by Motorola, provide Motorola owned equipment for monitoring ASTRO 25 System elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.
- 2.4 Verify Connectivity and Event monitoring prior to System Acceptance or Start Date.
- 2.5 Coordinate with Customer to maintain Motorola service authentication credentials.
- 2.6 Continuously receive service requests.
- 2.7 Perform Continuous monitoring of System Elements as set forth in the Monitored Elements Table.
- 2.8 Interpret System Events and determine appropriate Response. An appropriate Response could include the following actions: notify customer of activity, continue monitoring the Event for further development, review System log files or transfer the Event information via a Case for dispatch of a Servicer.
- 2.9 Respond in accordance to pre-defined Response times upon receipt from Customer of Customer managed passwords required for proper access to the Customer's System.
- 2.10 Remotely access the Customer's System to perform remote diagnostics as permitted by Customer pursuant to section 3.1.
- 2.11 Attempt remote Restoral, as appropriate. Some System functions may be disrupted as necessary to maintain System integrity until further validation of the Event occurs. This may include shutting down applications, applying security tools, resetting box, or instructing Servicer to reload applications and operating system software as necessary. **This does not include a technician being physically dispatched.**
- 2.12 Create a Case as necessary when service requests are received. Gather information to perform the following:
  - 2.12.1 Characterize the issue
  - 2.12.2 Determine a plan of action
  - 2.12.3 Assign and track the Case to resolution.



- 2.13 Ensure the required personnel have access to Customer information as needed.
- 2.14 Disable and enable System devices, as necessary, for Servicers.
- 2.15 Servicer will perform the following on-site:
  - 2.15.1 Run diagnostics on the Infrastructure or FRU.
  - 2.15.2 Replace defective Infrastructure or FRU, as applicable to security components provided by or approved by Motorola. Customer, Servicer or Motorola may provide Infrastructure or FRU.
  - 2.15.3 Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any Security requirements necessary to perform the Maintenance service.
  - 2.15.4 If a third party Vendor is needed to restore the System, the Servicer may accompany that Vendor onto the Customer's premises.
- 2.16 Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair Verification preference described in the Customer Support Plan required by section 3.6. If Verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Servicer will be released.
- 2.17 Escalate the Case to the appropriate party upon expiration of a Response time.
- 2.18 Close the Case upon receiving notification from Customer or Servicer, indicating the Case is resolved.
- 2.19 Notify Customer of Case Status, as described in the Customer Support Plan at the following Case levels:
  - 2.19.1 Open and closed; or
  - 2.19.2 Open, assigned to the Servicer, arrival of the Servicer on site, deferred or delayed, closed.
- 2.20 Obtain intrusion detection sensor (IDS) signatures for Motorola supplied IDS, from Motorola selected commercial suppliers.
- 2.21 Address issues identified during testing to support functionality under the procedures specified in 2.22 above by working with Motorola selected commercial supplier or Motorola product development engineering team.
- 2.22 Maintain annual Customer licenses for intrusion detection sensor signatures for IDS supplied to Customer by Motorola with Motorola selected commercial supplier.
- 2.23 Provide the following reports, as applicable:
  - 2.23.1 Case activity reports to Customer.
  - 2.23.2 Network Security Monitoring Service reports for Customer System(s).
- 2.24 Apply additional support charges above and beyond the contracted service agreements that may apply if it is determined that System faults were caused by the Customer making changes to critical System parameters.

### **3.0 Customer has the following responsibilities:**



- 3.1 Allow Motorola Continuous remote access to obtain System availability, performance and configuration data.
- 3.2 Allow Motorola to access System if firewall has been installed; provide permanent/dedicated access for SNMP traps (outbound) and ZDS polling (inbound).
- 3.3 Provide continuous utility service to any Motorola equipment installed or utilized at Customer's premises to support delivery of the Service.
- 3.4 Maintain and manage any equipment outside of the System.
- 3.5 Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan.
  - 3.5.1 Provide 7/24 security contact and escalation list
  - 3.5.2 Case notification preferences and procedures
  - 3.5.3 Repair Verification preference and procedure
  - 3.5.4 Database and escalation procedure forms.
  - 3.5.5 Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- 3.6 Provide the following information when initiating a service request:
  - 3.6.1 Assigned System ID number
  - 3.6.2 Problem description and site location
  - 3.6.3 Other pertinent information for Motorola to open a Case.
- 3.7 Provide all Customer managed passwords required to access the Customer's System to Motorola upon request or when opening a Case to request service support or enable Response to a technical issue.
- 3.8 Notify the SSC when Customer performs any activity that impacts the System (Activity that impacts the System may include, installing software or hardware upgrades, performing upgrades to the network, or taking down part of the System to perform maintenance.)
- 3.9 As necessary, upgrade System to Supported System Release as specified in paragraph 2.22.
- 3.10 Allow Servicers access to Equipment (including any Connectivity or security monitoring equipment) if remote service is not possible.
- 3.11 Allow Servicers access to remove Motorola owned server upon cancellation of service as set forth in paragraph 2.2.
- 3.12 Supply Infrastructure or FRU, as applicable, in order for Motorola to Restore the System as set forth in paragraph 2.15.2.
- 3.13 Maintain and store in an easily accessible location System backups and any/all Software needed to restore the System.



- 3.14 Verify with the SSC that Restoration is complete or System is functional, if required by the Repair Verification Preference provided by Customer in accordance with section 3.6.3.
- 3.15 Comply with the terms of the applicable license agreements between Customer and the Non-Motorola Software copyright owners.
- 3.16 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.

#### **WARRANTIES AND DISCLAIMER:**

Motorola warrants that its services will be free of defects in materials and workmanship for a period of ninety (90) days following completion of the service. Your sole remedies are to require Motorola to re-perform the affected service or at Motorola's option to refund, on a pro-rata basis, the service fees paid for the affected service.

During the applicable Warranty Period, Motorola warrants that the tested anti-virus definitions, intrusion detection sensor signatures, and operating system security updates/patches provided if PTSS is procured or provided via ESS, do not degrade or compromise System functionality, and that after incorporation of the tested Software updates, the System Software, when used properly and in accordance with the Documentation, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Product and Software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which this information is provided) are collectively referred to as "Documentation." Whether a defect occurs will be determined solely with reference to the Documentation. Motorola does not warrant that Customer's use of the Software or Products will be uninterrupted or error-free or that the Software or the Products will meet Customer's particular requirements.

Motorola disclaims all other warranties with respect intrusion detection sensor signature files, express or implied, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Further, Motorola disclaims any warranty concerning the non-Motorola software and does not guarantee that customer's system will be error-free or immune to viruses or worms as a result of these services.



### Severity Definitions Table

Severity Level	Problem Types
Severity 1	<p>Response is provided Continuously</p> <p>Major System failure</p> <p>33% of System down</p> <p>33% of Site channels down</p> <ul style="list-style-type: none"> <li>This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.</li> </ul>
Severity 2	<ul style="list-style-type: none"> <li>Response during Standard Business Day</li> <li>Significant System Impairment not to exceed 33% of system down</li> <li>System problems presently being monitored</li> <li>This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective</li> </ul>
Severity 3	<ul style="list-style-type: none"> <li>Response during Standard Business Day</li> <li>Intermittent system issues</li> <li>Information questions</li> <li>Upgrades/Preventative maintenance</li> <li>This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.</li> </ul>

On-Site Response Time Table (Customer's Response Time Classification is designated in the Service Agreement).

Severity Level	Standard Response Time	Premier Response Time	Limited Response Time	Restoral	Off Deferral
Severity 1	<p>Within 4 hours from receipt of Notification</p> <p>Continuously</p>	<p>Within 2 hours from receipt of Notification</p> <p>Continuously</p>	<p>Within 4 hours from receipt of Notification</p> <p>Standard Business Day</p>	8 hours	Time provided by Servicer *
Severity 2	<p>Within 4 hours from receipt of Notification</p> <p>Standard Business</p>	<p>Within 4 hours from receipt of Notification</p> <p>Standard Business</p>	<p>Within 4 hours from receipt of Notification</p> <p>Standard Business</p>	8 hours	Time provided by Servicer *



Severity Level	Standard Response Time	Premier Response Time	Limited Response Time	Restoral	Off Deferral
	Day	Day	Day		
Severity 3	Within 24 hours from receipt of Notification Standard Business Day	Within 24 hours from receipt of Notification Standard Business Day	Within 24 hours from receipt of Notification Standard Business Day	48 hours	Time provided by Servicer *

- Please note these are Standard Commitment times. The commitment times should be based on the Customers Support Plan.
- Provide update **before** the specific contractual commitments come due.  
\* Note: Provide update to System Support Center **before** Deferral time comes due.

#### Connectivity Matrix

Private Network Connection IP T1 (All Customers)	Public Internet Connection IP T1 (Option Available only to Customers outside of the US)
Standard solution for real-time Connectivity	Non-standard solution for real-time Connectivity
Dedicated bandwidth configuration provided to monitor Customers	No dedicated bandwidth provided to monitor Customers
Protected from unauthorized intrusion	Low risk of unauthorized intrusion
Encryption Available	Encryption Available
Connectivity available through Motorola	Customer provides Connectivity to the internet via an internet service provider selected by Customer

#### Motorola Owned & Supplied Equipment Table

Equipment Type	Location Installed
Firewall/Router	Master Site
System Support Server	Master Site for each Zone

## Monitored Elements Table

(Listed by Technology)

System Type	Equipment
ASTRO 25 (release 7.x)	<p>Packet Routing Network; Zone Controllers; Database Server; FullVision Server; Zone Statistical Server; Air Traffic Router; System Statistics Server; User Configuration Server; Packet Data Gateway Server; PBX; Interconnect Server; Motorola Gold Elite Gateway (MGEG); AEB; CEB; Conventional Channel Gateway (CCGW); Simulcast RF Site (Site Controllers, Comparators, Stations); Intelli Repeater RF Site (Stations); Intelli Site Repeater RF Site (Site Controllers, Stations);</p> <p>Core, Exit, Gateway, Peripheral, Border, and Site routers, HP Switches master, prime, console and repeater sites switches, GGSN; CWR MOSCAD Overlay (TenSr, Station, Channel Banks, TRAK GPS, Site Power, Microwave)</p> <p>DOES NOT INCLUDE MONITORING OF ANY MOSCAD ALARM POINTS THAT DO NOT DIRECTLY IMPACT THE PERFORMANCE OF THE RADIO NETWORK. DOES NOT INCLUDE MONITORING OF ANYTHING OUTSIDE OF THE RADIO NETWORK UNLESS SPECIFICALLY STATED</p>
ASTRO 25 (release 6.3 – 6.9)	<p>Nortel; Packet Routing Network; Zone Controllers; Database Server; FullVision Server; Zone Statistical Server; Air Traffic Router; System Statistics Server; User Configuration Server; Packet Data Gateway Server; PBX; Interconnect Server; Motorola Gold Elite Gateway (MGEG); AEB; CEB; ARCADACS Cross Connect Switch; Simulcast RF Site (Site Controllers, Comparators, Stations); Intelli Repeater RF Site (Stations); Intelli Site Repeater RF Site (Site Controllers, Stations);</p> <p>MOSCAD Overlay (TenSr, Station, Channel Banks, TRAK GPS, Site Power, Microwave)</p> <p><b>Does not include monitoring of any MOSCAD alarm points that do not directly impact the performance of the radio network. Does not include monitoring of anything outside of the radio network unless specifically stated.</b></p>
Security Elements (Monitoring and managing Security Elements is dependent on Customer purchasing Core Security Management Server as Equipment with the Customer System)	<p>Core Security Management Server; Firewall; Intrusion Detection Sensors; Anti-virus Management application; Authentication Management application; Centralized Logging Server</p>



## **Statement of Work**

### **Security Update Service (SUS)**

#### **1.0 Definitions**

Terms that are capitalized but not defined in this Statement of Work shall have the definition given to such terms in the Service Terms and Conditions, the Communications System Agreement or other applicable agreement. The following terms have the following meanings:

**1.1 Non-Motorola Software:** Software whose copyright is owned by a party other than Motorola or its affiliated company, including but not limited to the anti-virus definitions, operating system software patches and signature files that will be pre-tested pursuant to this Statement of Work.

**1.2 System:** The currently shipping Motorola ASTRO® 25 System Release and up to 5 releases prior.

**1.3 Supported Release:** Security Update Service is available on the currently shipping Motorola ASTRO® 25 System Release and up to 5 releases prior. If a customer is on a System Release outside of the N-5 release schedule, then they cannot purchase this service.

#### **2.0 Description of Services**

With Security Update Service ("Service"), Motorola pretests the updated commercial anti-virus definitions for the Microsoft Windows based boxes on a System. This Service includes Motorola obtaining Microsoft Security Updates for Windows operating system, Solaris recommended patch bundles, Red Hat Linux security patches, anti-virus definitions\* and intrusion detection sensor updates for Motorola supplied equipment from applicable original equipment manufacturer (OEM).

Motorola will evaluate and pre-test each update on Motorola's ASTRO 25 test System components for operational impact. Motorola's verification and evaluation process for anti-virus definitions will consist of applying each update to an appropriate ASTRO 25 system release that corresponds and is consistent with supported\*\* and fielded systems.

Each assessment will consist of no less than 36 hours of examination time to evaluate the impact each anti-virus update has to the system. Upon satisfactory completion of the assessment pertaining to anti-virus signatures, these updates will be provided on a weekly basis either automatically or through connecting to Motorola's secured extranet connection. When anti-virus definitions classified as Category 4 (Severe, difficult to contain) and Category 5 (Very Severe, very difficult to contain) by the commercial



supplier are released, Motorola will determine if a high-priority release is necessary. Operating system updates/patches will be made available to our customers electronically upon successful testing in our lab environments on a monthly basis for Microsoft patches and on a quarterly basis for all others.

**NOTICE:** If a customer wants antivirus and IDS updates automatically deployed onto their network, then they must purchase the Security Monitoring service. Otherwise, customers may download the updates from the secure extranet site and manually deploy them onto their network. Motorola will perform testing only on standard configurations certified by Motorola System Integration Testing (SIT) and Motorola supplied equipment/software prior to making an update available to Customers.

\* - Not all systems are provided antivirus for Microsoft and UNIX platforms. To receive full antivirus support under this service offering, the customer must have a standard ASTRO 25 system that is supported and also has implemented antivirus for UNIX.

\*\* - Supported is defined as the current system release and the last five prior. Support beyond this model requires approval from the Customer Service Manager and the Security Services Product Manager. For extended coverage, please communicate a formal request to your account manager.

The customer will be responsible for deploying Microsoft, Oracle, Sun Microsystems, UNIX, and Linux security updates from a Motorola provided secured extranet Web site. Antivirus and IDS updates will be capable of being pushed automatically to the customer ASTRO25 network only if the Security Monitoring service is purchased by the customer. If there is a recommended configuration change that is successfully tested on the ASTRO 25 test System, Motorola will provide detailed instructions for performing the configuration change.

**Inclusions:** Security Update Service is available on the currently shipping Motorola ASTRO 25 System Release and up to 5 releases prior. If a customer is on a System Release outside of the N-5 release schedule, then they cannot purchase this service.

**Exclusions:** Systems that have non-standard configurations that have not been certified by Motorola SIT are specifically excluded from this Service unless otherwise agreed in writing by Motorola. Service does not include pre-tested intrusion detection system (IDS) updates for IDS solutions not purchased through Motorola. NICE Recorder, certain consoles, MARVLIS, Symbol Equipment, AirDefense Equipment, AVL, and Radio Site Security products are also excluded. The scope of service coverage is defined by Motorola Services and is subject to change based on OEM support lifecycles. The terms and conditions of this Statement of Work are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.



3.0 Motorola has the following responsibilities:

3.1 Obtain anti-virus definitions for the Microsoft Windows platform, intrusion detection sensor signatures for Motorola supplied IDS, Microsoft Security Updates for Windows Operating system, Solaris operating system recommended patch bundles, and Red Hat Linux security patches from Motorola selected commercial suppliers.

3.2 Evaluate anti-virus definitions classified as Category 4 and 5 by Motorola selected commercial supplier to determine if a high-priority release is required. Motorola in its discretion will determine the urgency of the update based on the impact to the System.

3.3 Identify and document latest System vulnerabilities and compliance issues discovered during quarterly vulnerability scan performed in Section 3.4.

3.4 Investigate new vulnerabilities and compliance issues that are identified. Recommended response may include, but is not limited to, ASTRO 25 Systems, deploy security software updates; deploy operating system security updates or patches; implement configuration changes; upgrade to current ASTRO 25 System Release (actual upgrade expense not included in this service offering); or recommending a compensating control.

3.5 Pre-test recommended remediation when applicable and make documentation and/or software updates available to Customer electronically.

3.6 Provide documented response with recommended remediation when applicable for all new vulnerabilities quarterly or at Motorola's discretion to Customer electronically.

3.7 Test anti-virus definitions, intrusion detection sensor signatures, and operating system security updates/patches by deploying them on a dedicated ASTRO 25 test System with the standard supported configurations, which include Motorola's then current approved cohabitated applications.

3.8 Confirm that tested anti-virus definitions, intrusion detection sensor signatures, and operating system security updates/patches do not degrade or compromise System functionality on dedicated test System within the standard supported configurations.

3.9 Address issues identified during testing to support functionality under the procedures specified in 3.8 above by working with Motorola selected commercial supplier or Motorola product development engineering team.

3.10 Release pre-tested anti-virus definitions and intrusion detection sensor signatures for Motorola supplied IDS electronically on a weekly basis upon successful completion of the weekly test cycle to be completed one week after release by commercial supplier unless an issue is detected or within 36 hours from Motorola selected commercial supplier's Category 4 & 5 certified virus definitions being available or at Motorola's discretion if determined by Motorola to be a high-priority release. Release may include





the anti-virus definition file, intrusion detection sensor signatures, updated configuration files, instructions and other information deemed pertinent by Motorola.

3.11 Release Microsoft, Solaris and Red Hat Linux operating system security patches/updates when they are certified and available with instructions for obtaining patch/update for Customer deployment on the Customer system. Microsoft operating system security updates will be released monthly as available from Motorola selected commercial supplier upon successful completion of monthly test cycle. Solaris and Red Hat Linux operating system security patches will be released quarterly upon successful completion of quarterly test cycle or at Motorola's discretion.

3.12 Notify Customer when the latest release is available with instructions on where to obtain latest release.

3.13 Provide technical assistance if there is an issue with the installation of an update.

3.14 Maintain annual Customer subscriptions for anti-virus definitions and intrusion detection sensor signatures, with Motorola selected commercial supplier.

4.0 Customer has the following responsibilities:

4.1 Provide means for accessing pre-tested files electronically.

4.2 Deploy pre-tested files on Customer System as instructed in the "Read Me" text provided.

4.3 Implement recommended remediation(s) on Customer System as determined necessary by Customer.

4.4 Upgrade System to a Supported System Release as necessary to continue Service.

4.5 Identify one point of contact for issues specific to Security Update Service.

4.6 Cooperate with Motorola and perform all acts that are reasonable and/or necessary to enable Motorola to electronically provide Security Update Service – Platinum to Customer.

4.7 Comply with the terms of the applicable license agreement between Customer and the Non-Motorola Software copyright owner.

4.8 Adhere closely to the System Support Center (SSC) troubleshooting guidelines provided upon system acquisition. A failure to follow SSC guidelines may cause Customer and Motorola unnecessary or overly burdensome remediation efforts that may result in a service fee to Customer.





## 5.0 WARRANTIES AND DISCLAIMER:

Motorola warrants that its services will be free of defects in materials and workmanship for a period of ninety (90) days following completion of the service. Your sole remedies are to require Motorola to re-perform the affected service or at Motorola's option to refund, on a pro-rata basis, the service fees paid for the affected service.

During the applicable Warranty Period, Motorola warrants that the tested anti-virus definitions, intrusion detection sensor signatures, and operating system security updates/patches do not degrade or compromise System functionality, and that after incorporation of the recommended remediation action the System Software, when used properly and in accordance with the Documentation, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Product and Software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which this information is provided) are collectively referred to as "Documentation." Whether a defect occurs will be determined solely with reference to the Documentation. Motorola does not warrant that Customer's use of the Software or Products will be uninterrupted or error-free or that the Software or the Products will meet Customer's particular requirements.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO PRE-TESTED ANTI-VIRUS DEFINITIONS, DATABASE SECURITY UPDATES, OPERATING SYSTEM SOFTWARE PATCHES, AND INTRUSION DETECTION SENSOR SIGNATURE FILES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHER, MOTOROLA DISCLAIMS ANY WARRANTY CONCERNING THE NON-MOTOROLA SOFTWARE AND DOES NOT GUARANTEE THAT CUSTOMER'S SYSTEM WILL BE ERROR-FREE OR IMMUNE TO VIRUSES OR WORMS AS A RESULT OF THESE SERVICES.



## **Statement of Work**

### **Asset Management Service**

Overview: Motorola will provide Asset Management Service described in Section 1.0 below ("Description Of Service") to Frederick County based upon the responsibilities of the parties outlined in this statement of work ("Statement of Work"). The Service will utilize a database and a front-end application to provide a tracking mechanism for the Frederick County's assets and radio shop activities.

#### **1.0 Description Of Service**

Asset Management Service is designed to track and manage asset specific data elements for various types of assets. Motorola will provide Frederick County with the necessary products and services to manage the data. A database will be provided that will be hosted (installed at an offsite facility).

#### **3.0 Motorola responsibilities:**

- 3.1 Provide recommendations for equipment necessary for Connectivity.
- 3.2 Provide hosting of the database software.
- 3.3 Provide the necessary software and services that meet the requirements listed in Section 5.0 "Deliverables".
- 3.4 Provide a team of skilled professionals who possess specific industry knowledge, technical proficiency, and project management excellence.
- 3.5 Confirm Frederick County requirements for asset specific data elements and configure the system to handle the elements.
- 3.6 Review asset tracking procedures and provide Frederick County with feedback.
- 3.7 Coordinate, configure, and verify solution install and access.

#### **4.0 Frederick County Responsibilities**

- 4.1 Provide the necessary equipment and network connectivity to access the database software.
- 4.2 Identify and make available a resource to serve as the project manager to whom Motorola will transfer knowledge.
- 4.3 Make available Subject Matter Experts (SME's) on an as needed basis to support the project objectives and deliverables.
- 4.4 Provide appropriate facilities necessary to complete the deliverables in time frames that support the project. Facilities include but are not limited to:
  - 4.4.1 Workstation
  - 4.4.2 Suitable office or work space to perform project duties
  - 4.4.3 Telephone
  - 4.4.4 Facility and/or Security access badges where appropriate and needed
  - 4.4.5 E-mail or access to an outside network
  - 4.4.6 Frederick County network/peripherals access for use for project purposes.
- 4.5 Reimburse all travel and living expenses incurred by Motorola consultants. Frederick County travel expense policies will be adhered to as deemed appropriate per the project financials.
- 4.6 Pay any additional costs incurred before, during, or after the deployment that are outside the scope of responsibilities or deliverables outlined within this document.

#### **5.0 Deliverables**

- 5.1 Database installation.
- 5.2 Hosting services will be provided.



### 5.3 Database configuration.

Consists of the following:

- 5.3.1 Defining user groups
- 5.3.2 Supporting list table definition by module
- 5.3.3 Setting table configuration by module
- 5.3.4 Adding users
- 5.3.5 Defining permissions by user group
- 5.3.6 Creating and/or customizing menu options by group

### 5.4 Data conversion.

Consists of the following:

- 5.4.1 Cleaning and formatting of Frederick County data (file data to be provided in Microsoft Excel or ASCII delimited file).
- 5.4.2 Import data into the database tables.
- 5.4.3 Verify data integrity.
- 5.4.4 Review data with the Frederick County.

### 5.5 User training

- 5.5.1 Training schedule.
- 5.5.2 Access to standard manuals and documentation.
- 5.5.3 Training via web meeting and teleconference. Three training sessions will be provided:
  - 5.5.3.1 Basic application training.
  - 5.5.3.2 Frederick County practice time and questions and answer session.
  - 5.5.3.3 Revisit basic application training, reporting, and advanced searching.

## 6.0 General

Changes to scope of this Statement Of Work including but not limited to, expanding the area of responsibility, enhancement requests, or a change in implementation criteria, will be negotiated in writing and may change implementation timing and add costs to the project. A separate quotation and/or change order will be drafted and agreed to by both Motorola and the Frederick County.

Work will be performed at the Frederick County's and/or Motorola or its authorized partner's facilities as deemed necessary by Motorola.